



Government Support Services – Contracting  
100 Enterprise Place  
Suite # 4  
Dover, DE 19904-8202

September 29, 2006

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: PETER KOROLYK  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4559

SUBJECT: AWARD NOTICE-**ADDENDUM # 4 - EFFECTIVE DATE August 10, 2010**  
CONTRACT NO. **GSS06555-VEHICLE\_TRACK**  
VEHICLE TRACKING SYSTEM

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**TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION**

<b>1. CONTRACT PERIOD:</b>	<b>2</b>
<b>2. VENDORS:</b>	<b>2</b>
<b>3. SHIPPING TERMS:</b>	<b>2</b>
<b>4. PRICING:</b>	<b>3</b>
<b>ADDITIONAL TERMS AND CONDITIONS</b>	<b>4</b>

The Contract Number has been changed from 06-555-AC to Contract Number GSS06555-VEHICLE\_TRACK to conform to new financial system requirements.

## **KEY CONTRACT INFORMATION**

### **1. CONTRACT PERIOD:**

[\(Return to Table of Contents\)](#)

Each Vendors contract shall be valid for a three (3) year period from October 1, 2006 through September 30, 2009. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended and will remain in effect through Sept 30, 2010.

**This contract has been extended and will remain in effect through Sept 30, 2011.**

### **2. VENDORS:**

[\(Return to Table of Contents\)](#)

Addendum # 3 updates the vendor FEIN on file.

Networkfleet, Inc.  
6363 Greenwich Drive Suite 200  
San Diego, CA 92122  
Dennis Kane  
Phone: 866-227-7323  
Cell: 202-365-5223  
Email: dkane@networkfleet.com  
FEIN: 33-0872319

### **3. SHIPPING TERMS:**

[\(Return to Table of Contents\)](#)

F.O.B. destination, freight prepaid.

**4. PRICING:**

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract.

ITEM	DESCRIPTION	UNIT COST	QUANTITY	TOTAL COST
1.	Access Fee	\$ 0.00	1500	\$ 0.00
2.	Operational Fee (\$24.95 per month for 36 months)	\$ 898.20	1500	\$ 1,347,300.00
3.	Hardware Cost	\$ 425.00	1500	\$ 637,500.00
4.	Antennae Cost (included with installation)	\$ 0.00	1500	\$ 0.00

The operational cost of \$19.99/per month will be effective 10/1/09.

Effective June 18, 2010, Networkfleet confirmed new hardware pricing for the following GPS modules:

Light Duty Transmitter	\$360.00
Heavy Duty Transmitter	\$360.00
Universal Transmitter	\$275.00
Model #4200	\$250.00

## **ADDITIONAL TERMS AND CONDITIONS**

[\(Return to Table of Contents\)](#)

### **5. BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **6. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **7. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **8. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **9. REQUIREMENTS:**

This contract is issued to cover the Vehicle Tracking requirements for the Office of Management and Budget, Government Support Services and shall be accessible to any School District, Political Subdivision or Volunteer Fire Company.

### **10. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**11. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**12. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**13. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

**14. MANDATORY GPS UTILIZATION**

Effective June 25, 2010, the State of Delaware amended its policy regarding the use of GPS modules by State agencies and departments. The amended contract language is as follows:

*All State agencies and departments, mandated by Title 29, Chapter 6911(d) of the Delaware Code, and all school districts purchasing under this contract are required to have data and tracking information reported directly to the Fleet Services' vehicle database. The purpose of this information is to analyze the use of, and maximize usage of the State's vehicle fleet. Specified organizations, identified above, will provide information necessary to load the GPS/asset data into the Fleet Services database and maintain the monitoring throughout the life of the vehicle.*

*Fleet Services will offer installations and non-revenue reservation capability to agencies with loaded assets, to maximize usage of agency and school district vehicles. Enforcement vehicles purchased by the Delaware State Police, or other municipal police agencies, will not be required to provide access to vehicle data, but service will be made available upon request. Similarly, all other agencies specifically exempted from Title 29, Chapter 6911(d) of the Delaware Code, except school districts, will remain exempt from this installation and reporting requirement.*

*Fleet Services, a department of Office of Management and Budget, may waive this requirement at its discretion, but such requests must be submitted in writing and approved by the Fleet Services Administrator.*